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Attorneys for Granite Construction Company

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - CENTRAL DISTRICT**

**ANTELOPE VALLEY GROUNDWATER
CASES**

INCLUDED ACTIONS:

Los Angeles County Waterworks District No. 40
v. Diamond Farming Co., Superior Court of
California, County of Los Angeles, Case No. BC
325201;

Los Angeles County Waterworks District No. 40
v. Diamond Farming Co., Superior Court of
California, County of Kern, Case No. S-1500-CV-
254348;

Wm. Bolthouse Farms, Inc. v. City of Lancaster,
Diamond Farming Co. v. Lancaster, Diamond
Farming Co. v. Palmdale Water Dist., Superior
Court of California, County of Riverside, Case
No. RIC 353840, RIC 344436, RIC 344668

Rebecca Lee Willis v. Los Angeles County
Waterworks District No. 40
Superior Court of California, County of Los
Angeles, Case No. BC 364553

Wood v. A.V. Materials, Inc., et al., Superior
Court of California, County of Los Angeles, Case
No. BC 509546

Little Rock Sand and Gravel, Inc. v. Granite
Construction Co., Superior Court of California,
County of Los Angeles, North Judicial District,
Case No. MC026932

Judicial Council Coordination No. 4408

Lead Case: BC 325201

Santa Clara Case No. 1-05-CV-049053
Assigned to Honorable Jack Komar

**SPECIAL INTERROGATORIES TO
LITTLE ROCK SAND AND
GRAVEL, INC., SET ONE**

1 DEMANDING PARTY: GRANITE CONSTRUCTION COMPANY
2 RESPONDING PARTY: LITTLE ROCK SAND AND GRAVEL, INC.
3 SET NUMBER: ONE

4 I. INTRODUCTION

5 GRANITE CONSTRUCTION COMPANY (the "DEMANDING PARTY") hereby
6 requests that LITTLE ROCK SAND AND GRAVEL, INC. (the "RESPONDING PARTY")
7 answer the interrogatories set forth in Part III, under oath, within thirty days of the service
8 hereof, pursuant to Article 2 (commencing with section 2030.210) of Chapter 13 of Title 4 of the
9 Code of Civil Procedure. .

10 II. DEFINITIONS

11 The following words and phrases shall govern the construction of this document unless
12 the context otherwise requires:

- 13 1. "DEMANDING PARTY" or "GRANITE" means Granite Construction Company.
14 2. "RESPONDING PARTY" or "YOU" or "YOUR" means Little Rock Sand and
15 Gravel, Inc.
16 3. "PERSON" or "PERSONS" means a natural person, firm, association,
17 organization, partnership, business, trust, limited liability company, corporation, or public entity.
18 4. "DOCUMENT" means a writing, as defined by Evidence Code section 250, and
19 includes the originals or a copy of handwriting, typewriting, printing, photostats, photographs,
20 electronically stored information, and every other means of recording upon any tangible thing
21 and form of communicating or representation, including letters, words, pictures, sounds, or
22 symbols, or combination of them.
23 5. "LEASE" means the "Lease" referred to in the First Amended Complaint, as
24 amended.

25 III. INTERROGATORIES

26 SPECIAL INTERROGATORY NO. 1:

27 Do YOU contend that GRANITE breached any provision of the LEASE?
28

1 **SPECIAL INTERROGATORY NO. 2:**

2 If YOU contend that GRANITE breached any provision of the LEASE, quote the express
3 language of the LEASE that YOU contend GRANITE breached.

4 **SPECIAL INTERROGATORY NO. 3:**

5 If YOU contend that GRANITE breached any provision of the LEASE, state the date of
6 GRANITE'S alleged breach.

7 **SPECIAL INTERROGATORY NO. 4:**

8 If YOU contend that GRANITE breached any provision of the LEASE, state in detail all
9 facts supporting YOUR contention.

10 **SPECIAL INTERROGATORY NO. 5:**

11 If YOU contend that GRANITE breached any provision of the LEASE, identify all
12 DOCUMENTS supporting YOUR contention.

13 **SPECIAL INTERROGATORY NO. 6:**

14 Has any representative of GRANITE informed YOU that GRANITE intends to pump and
15 use all of the 234 AF of groundwater allocated to "Granite Construction Company (Little Rock
16 Sand and Gravel, Inc.)" indefinitely, including after the expiration of the LEASE?

17 **SPECIAL INTERROGATORY NO. 7:**

18 If any representative of GRANITE has informed YOU that GRANITE intends to pump
19 and use all of the 234 AF of groundwater allocated to "Granite Construction Company (Little
20 Rock Sand and Gravel, Inc.)" indefinitely, including after the expiration of the LEASE, state
21 verbatim what the representative of GRANITE said.

22 **SPECIAL INTERROGATORY NO. 8:**

23 If any representative of GRANITE has informed YOU that GRANITE intends to pump
24 and use all of the 234 AF of groundwater allocated to "Granite Construction Company (Little
25 Rock Sand and Gravel, Inc.)" indefinitely, including after the expiration of the LEASE, state the
26 date the representative of GRANITE so informed YOU.

1 **SPECIAL INTERROGATORY NO. 9:**

2 If any representative of GRANITE has informed YOU that GRANITE intends to pump
3 and use all of the 234 AF of groundwater allocated to "Granite Construction Company (Little
4 Rock Sand and Gravel, Inc.)" indefinitely, including after the expiration of the LEASE, identify
5 all DOCUMENTS reflecting or containing any such statement by any GRANITE representative.

6 **SPECIAL INTERROGATORY NO. 10:**

7 State in detail all facts that support YOUR allegation in paragraph 21 of YOUR Verified
8 First Amended Complaint "that Defendant GRANITE intends to pump and use all of the
9 Allocated Groundwater indefinitely, including after the expiration of the Lease . . ."

10 **SPECIAL INTERROGATORY NO. 11:**

11 Identify, by name, address, telephone number and email address, all PERSONS that YOU
12 believe have knowledge of facts supporting YOUR allegation "that Defendant GRANITE
13 intends to pump and use all of the Allocated Groundwater indefinitely, including after the
14 expiration of the Lease . . ."

15 **SPECIAL INTERROGATORY NO. 12:**

16 Identify all DOCUMENTS that support YOUR allegation "that Defendant GRANITE
17 intends to pump and use all of the Allocated Groundwater indefinitely, including after the
18 expiration of the Lease . . ."

19 **SPECIAL INTERROGATORY NO. 13:**

20 State in detail all facts that support YOUR allegation in paragraph 21 of YOUR Verified
21 First Amended Complaint "that Defendant GRANITE intends to use all of the Allocated
22 Groundwater to operate quarries and/or mines located outside of the Little Rock Property,
23 including quarries and/or mines on the Adjacent Property and Big Rock Property."

24 **SPECIAL INTERROGATORY NO. 14:**

25 Identify, by name, address, telephone number and email address, all PERSONS that YOU
26 believe have knowledge of facts supporting YOUR allegation "that Defendant GRANITE
27 intends to use all of the Allocated Groundwater to operate quarries and/or mines located outside
28

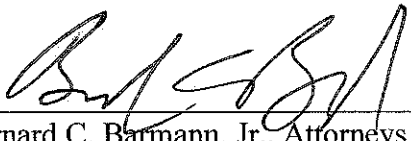
1 of the Little Rock Property, including quarries and/or mines on the Adjacent Property and Big
2 Rock Property.”

3 **SPECIAL INTERROGATORY NO. 15:**

4 Identify all DOCUMENTS that support YOUR allegation “that Defendant GRANITE
5 intends to use all of the Allocated Groundwater to operate quarries and/or mines located outside
6 of the Little Rock Property, including quarries and/or mines on the Adjacent Property and Big
7 Rock Property.”

8
9 Dated: December 13, 2017

KUHS & PARKER

10
11 By 
12 Bernard C. Barmann, Jr., Attorneys for
13 Petitioner Granite Construction Company
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**PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF KERN**

I, Valerie Hanners, declare:

I am employed in the County of Kern, State of California. I am over the age of 18 and am not a party to the within action; my business address is Kuhs & Parker, 1200 Truxtun Avenue, Suite 200, Bakersfield, California 93301.

On December 13, 2017, I caused the foregoing document(s) described as **SPECIAL INTERROGATORIES TO LITTLE ROCK SAND AND GRAVEL, INC., SET ONE** to be served on the parties in this action, as follows:

Theodore A. Chester, Jr. (U.S. Mail)
Stephen R. Isbell
Musick, Peeler & Garrett, LLP
One Wilshire Boulevard, Suite 2000
Los Angeles, CA 90017-3383

All Parties in the Antelope Valley Groundwater Cases
(Electronic service via Glotrans)

X (BY ELECTRONIC SERVICE) by serving the document(s) listed above via Antelope Valley Watermaster Electronic Document Service – (www.avwatermaster.org) c/o Glotrans, to all parties appearing on the electronic service list for the Antelope Valley Groundwater case. Electronic service is complete at the time of transmission. My electronic notification email address is vhanners@kuhsparkerlaw.com

X (BY U.S. MAIL) on December 13, 2017, at Bakersfield, California, pursuant to C.C.P. section 1013(a), I:
___ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
X placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is place for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

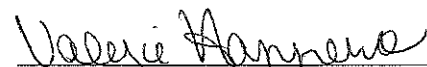
___ (BY EMAIL TRANSMISSION) on December 13, 2017, at approximately p.m. to:

___ (BY FACSIMILE TRANSMISSION) on December 13, 2017 at approximately ___ p.m., pursuant to Rule 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was 661/322-2906. A transmission report (copy attached hereto) was properly issued by the sending facsimile machine, and the transmission was reported as completed and without error.

___ (BY PERSONAL SERVICE) on December 13, 2017 pursuant to C.C.P. section 1011, I caused such envelope to be delivered by hand personally to the addressee(s):

___ (BY OVERNIGHT COURIER) on December 13, 2017 pursuant to C.C.P. section 1013I(d), I caused such envelope with delivery fees fully prepared to be sent by Federal Express to **Theodore A. Chester, Jr. at Musick, Peeler & Garrett, LLP.**

___ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct, and that the foregoing was executed on December 13, 2017, in Bakersfield, California.


Valerie Hanners